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January 10, 2002

RECEIVED
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FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

VIA FEDERAL EXPRESS

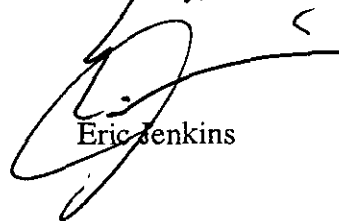
Magalie Roman Salas
Secretary
Federal Communications Commission
The Portals 12th Street, S.W.
Washington, DC 20554

Dear Secretary Salas:

Pursuant to Section 51.803 of the Commission's Rules and Regulations, 47 C.F.R. § 51.803, enclosed for filing with the Commission are an original and seven (7) copies of the Petition of KMC Telecom of Virginia, Inc., KMC Telecom IV of Virginia, Inc., and KMC Telecom V of Virginia, Inc. pursuant to Section 252(e)(5) of the Communications Act together with the Affidavit of Mr. John D. McLaughlin, Jr., in support thereof.

Please date stamp the extra copy of this filing and return to our messenger.
Should you have any questions, please do not hesitate to contact me.

Sincerely,



Eric Jenkins

cc: Service List (with attachments, by Federal Express)
Ms. John D. McLaughlin, Jr. (with attachments, by U.S. mail)
Ms. Genevieve Morelli (with attachments, by hand)

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

RECEIVED
JAN 10 2002
FEDERAL COMMUNICATIONS COMMISSION
OFFICE OF THE SECRETARY

In the Matter of)

Petition of KMC Telecom of Virginia, Inc.)

KMC Telecom IV of Virginia, Inc.)

KMC Telecom V of Virginia, Inc.)

Pursuant to Section 252(e)(5) of the)

Communications Act for Preemption of the)

Jurisdiction of the Virginia State Corporation)

Commission Regarding Interconnection)

Disputes with Bell Atlantic-Virginia, Inc.)

CC Docket No. 02-5

**PETITION OF KMC TELECOM OF VIRGINIA, INC., KMC TELECOM IV OF
VIRGINIA, INC., AND KMC TELECOM V OF VIRGINIA, INC.
PURSUANT TO SECTION 252(e)(5) OF THE COMMUNICATIONS ACT**

KMC Telecom of Virginia, Inc., KMC Telecom IV of Virginia, Inc., and KMC Telecom V of Virginia, Inc. (collectively "KMC"), by their undersigned counsel and in accordance with Section 252(e)(5) of the Communications Act (the "Act"), 47 U.S.C. §252(e)(5), and Section 51.803 of the FCC's rule and regulations, 47 C. F. R. §51.803, respectfully petition the Federal Communications Commission ("FCC") to preempt the jurisdiction of the Virginia State Corporation Commission ("Virginia Commission") which failed to act when requested to resolve certain interconnection disputes between KMC and Verizon-Virginia, Inc. (f/k/a Bell Atlantic-Virginia, Inc.) ("Verizon").

Specifically, KMC requests the FCC to issue a preemption order and assume jurisdiction over KMC's reciprocal compensation disputes with Verizon, and allow KMC to file a formal complaint seeking reciprocal compensation for the transport and termination of local telecommunications traffic, including, but not limited to, traffic bound for Internet service

providers (“ISPs”), under the parties’ interconnection agreements.¹ Notably, the FCC has already faced a virtually identical issue in a recent case. Following a dismissal by the Virginia Commission of Starpower Communication’s petition for interpretation and enforcement of its reciprocal compensation arrangements with Verizon, Starpower sought an order from the Commission preempting the Virginia Commission’s jurisdiction. The FCC granted Starpower’s request.² The FCC should reach the same result here. In support thereof, KMC respectfully states as follows:

Statement of Facts

1. KMC is a competitive local exchange carrier providing local telephone services in the Commonwealth of Virginia pursuant to authority granted by the Virginia Commission. (Affidavit of John McLaughlin at ¶2) (hereafter “Affidavit.”) Verizon is an incumbent local exchange carrier providing local telephone services in the Commonwealth of Virginia pursuant to authority granted by the Virginia Commission. (Affidavit, ¶2)
2. On or about March 12, 1997, Verizon entered into a voluntarily negotiated interconnection agreement with KMC pursuant to Sections 251 and 252 of the Act (the “First Agreement”). In accordance with Section 252(a), the *First Agreement* was filed with, and approved by, the Virginia Commission in Case No. PUC970037 in an Order Approving Agreement entered on August 5, 1997. (Affidavit, ¶3.)
3. The *First Agreement* expired July 1, 1999, although the agreement continued in effect pending execution or adoption of a new agreement. (Affidavit, ¶4.)

¹ The operative interconnection agreements are referred to as the “First Agreement” (entered into on March 12, 1997), as the “Second Agreement” (entered into on September 18, 2000), as the “Third Agreement” (entered into on May 14, 2001), and collectively as the “Agreements.” They are identified more fully below.

² *Starpower Communications, LLC Petition for Preemption of Jurisdiction of the Virginia State Corporation Commission Pursuant to Section 252(e)(5) of the Telecommunications Act of 1996*, CC Docket No. 00-52, Memorandum Opinion and Order, 15 FCC Rcd 11277, (2000) (“Starpower Preemption Decision”)

4. Pursuant to the Bell Atlantic-GTE Merger Conditions³ and Section 252(i) of the Act, 47 U.S.C. §252(i), KMC elected to adopt the interconnection agreement by and between Global Naps and Bell Atlantic-Maine that had been approved by the Maine Public Utilities Commission (“Second Agreement”).⁴ KMC’s adoption of the *Second Agreement* became effective on September 18, 2000, and superseded the terms of the *First Agreement*. (Affidavit, ¶5.)

5. The *Second Agreement* was superceded by the adoption of the *Third Agreement*. On May 14, 2001, KMC adopted the interconnection agreement by and between Level 3 Communications, Inc. (“Level 3”) and Verizon, pursuant to Section 251(i), which had been approved by the Virginia Commission on January 13, 2000, in Case No. PUC 980054 (“Third Agreement”). (Affidavit, ¶6.)

6. Section 5.7.2. of the *First Agreement* provides that the Parties shall compensate each other for transport and termination of Local and ISP-bound Traffic in an equal and symmetrical manner at the rate provided in Exhibit A of the Agreement. (Affidavit, ¶7.)

7. Like the *First Agreement*, the *Second Agreement* provides that each party will compensate the other for the transport and termination of Local Traffic. Section 5.7.2 of the *Second Agreement* provides that “[t]he Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic.” Reciprocal Compensation Traffic includes all

³ Application of GTE Corp. Transferor, and Bell Atlantic Corp., Transferee, For Consent to Transfer of Control, *Memorandum Opinion and Order*, 15 FCC Rcd 14032, App. D, para 32. (2000) (“Merger Conditions”), (The *Merger Conditions* specify that such interconnection agreements will be made available to the same extent and under the same rules as section 252(i) adoptions).

⁴ The *GNAPS/BA-ME Agreement* had been negotiated between New England Telephone and Telegraph Company d/b/a BA-Maine with GNAPS, a competing telecommunications carrier, pursuant to Section 252 of the Act on or about October 1, 1998. The *GNAPS/BA-ME Agreement* was filed with, and approved by, the Maine Public Utilities Commission in Docket No. 98-662 on September 16, 1998.

Telephone Exchange Service Calls that qualify for Reciprocal Compensation, to the extent consistent with FCC and State commission rulings. (Affidavit, ¶8.)

8. The *Third Agreement* provides for Intercarrier Compensation, defined as remuneration received by one Party to recover its costs for receiving and terminating Local Traffic *or* receiving and handing off Compensable Internet Traffic that originates on the network of the other Party. Compensable Internet Traffic includes all dial-up calls by one party's local exchange customers that are local to the originating end user and are destined to the numbers of ISP-customers served on the other party's network. (Affidavit, ¶9.)

9. Pursuant to the respective Agreements, KMC interconnected its network with Verizon and the two companies began exchanging traffic. (Affidavit, ¶10.) In the ordinary course of business, KMC submitted invoices to Verizon seeking compensation for the termination of Verizon-originated telecommunications traffic, including ISP-bound traffic, at the rates set forth in the Agreements. (Affidavit, ¶11.)

10. Verizon refused to pay KMC for a substantial portion of the invoiced amounts. (Affidavit, ¶12.)

11. As a result of Verizon's refusal to pay reciprocal compensation properly due, KMC filed a petition with the Virginia Commission seeking interpretation and enforcement of its Agreements. (Affidavit, ¶13.)

12. Specifically, KMC filed a petition with the Virginia Commission on November 9, 2001, seeking a declaratory ruling directing Verizon to pay reciprocal compensation to KMC for transporting and terminating Verizon-originated traffic, including traffic destined for ISPs served by KMC.⁵ (Affidavit, ¶14.)

⁵ A copy of the Complaint is attached as Exhibit 1.

13. On December 20, 2001, the Virginia Commission issued a Final Order declining jurisdiction over KMC's complaint in its entirety against Verizon.⁶ (Affidavit, ¶15.) The Virginia Commission cited the *Reciprocal Compensation Order*⁷ and the *ISP Remand Order*,⁸ concluding that, "we should take not action on the petition. We will dismiss the petition without prejudice and encourage the parties to request interpretation of this Agreement from the FCC."⁹ The Virginia Commission stated further that, "[r]ather than prolong the resolution of the issues involved in this case, the most practical action is for this commission to decline jurisdiction and allow the parties to present their cases to the FCC."¹⁰

14. Accordingly, the Virginia Commission decided to decline jurisdiction over KMC's claims to enforce its reciprocal compensation arguments against Verizon, and encouraged KMC to pursue its claims with the FCC. (Affidavit, ¶15.)

Argument

15. KMC hereby respectfully requests that the FCC take jurisdiction of and resolve KMC's disputes with Verizon regarding the payment of reciprocal compensation. By refusing to act on KMC's claims against Verizon, the Virginia Commission has "fail[ed] to act to carry out

⁶ *Petition of KMC Telecom of Virginia, Inc., KMC Telecom IV of Virginia, Inc., and KMC Telecom V of Virginia, Inc. For Declaratory Judgment Interpreting and Enforcing Interconnection Agreement with Verizon Virginia, Inc.* Final Order, Case No. PUC010239 (Va. S. C. C., Dec. 20, 2001) ("*KMC/Verizon Decision*".) A copy of this decision is attached as Exhibit 2.

⁷ *In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-Carrier Compensation for ISP-Bound Traffic*, Declaratory Ruling and Notice of Proposed Rulemaking, CC Docket 96-98 and 99-68, FCC 99-38, 14 F.C.C.R. 3689 (1999) ("*Reciprocal Compensation Order*"), vacated and remanded, *Bell Atlantic Telephone Co. v. Federal Communications Comm'n*, 206 F.3d 1 (D.C. Cir. 2000); *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-Bound Traffic*, Public Notice, CC Docket Nos. 96-98 and 99-68, FCC 00-227 (rel. June 23, 2000) ("*Inter-carrier Compensation for ISP-Bound Traffic Remand Public Notice*").

⁸ *In re Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-Carrier Compensation for ISP-Bound Traffic*, Order in Remand and Report & Order, F.C.C. No. 01-131, 16 F.C.C.R. 9151 (2001) ("*Order on Remand*").

⁹ *KMC/Verizon Decision* at 4-5.

¹⁰ *Id.* at 4.

its responsibility” under section 252 of the Act to interpret and enforce the Agreements and resolve KMC’s complaint. Absent preemption, KMC will be left without any legal remedy to resolve its disputes with Verizon over the interpretation of their respective Agreements, and to collect the amounts due to KMC under the reciprocal compensation provisions of those agreements.

16. The FCC has authority to preempt the Virginia Commission and assume jurisdiction over this dispute pursuant to Section 252(e)(5) of the Act, which states as follows:

[i]f a State commission fails to act to carry out its responsibility under this section in any proceeding or other matter under this section, then the [FCC] shall issue an order preempting the State commission’s jurisdiction of that proceeding or matter . . . and shall assume the responsibility of the state commission under this section with respect to the proceeding or matter and act for the State commission.¹¹

A. KMC’s Petitions Arise Under Section 252 of the Act

17. In order for the FCC to assume jurisdiction under Section 252(e)(5), it must find that a State commission has “fail[ed] to act” in “any proceeding or other matter under this section[.]”

18. Both the FCC and federal courts have established that Section 252, by necessary implication, empowers the State commissions to interpret and enforce interconnection agreements they have approved.¹² Indeed, the FCC’s *Declaratory Ruling* on inter-carrier compensation expressly recognized that the State commissions would, in the first instance, be

¹¹ 47 U. S. C. 6 252(e)(5).

¹² See, e. g., *Iowa Utils. Bd. v. FCC*, 120 F. 3d 753, 804 (8th Cir. 1997), *aff’d in part, rev’d in part sub nom. AT&T v. Iowa Utils. Bd.*, 119 S. Ct. 721 (1999) (“state commissions’ plenary authority to accept or reject these agreements necessarily carries with it the authority to enforce the provisions of agreements that the state commissions have approved”); *Declaratory Ruling*, 14 FCC Red. at 3703, n 22 (interconnection agreements are “interpreted and enforced by the state commissions”); *Bell Atlantic-Virginia, Inc. v. WorldCom Techs. of VA., Inc.*, 70 F. Supp. 2d 60,626 (E. D. Va. 1997) (“the Telecommunications Act was designed to allow the state commission to make the first determination.”)

responsible for resolving disputes over the interpretations of previously-approved agreements.¹³ Therefore, a complaint proceeding requiring interpretation or enforcement of such an agreement is a “proceeding or matter” under Section 252.

2. The Virginia Commission Has Failed to Act

19. The Virginia Commission’s election to “take no action”¹⁴ in a proceeding that is within its statutory authority under Section 252 of the Act, without citing any substantive or procedural bar to resolution of that proceeding (other than its own desire to avoid jurisdictional conflicts with the FCC), is tantamount to “failing to act” for purposes of Section 252(e)(5).

20. In 1996, the FCC adopted “interim” procedures for implementation of Section 252(e)(5).¹⁵ Its procedural rules state that,

[f]or purposes of this part, a state commission fails to act if the state commission fails to respond, within a reasonable time, to a request for mediation, as provided for in section 252(a)(2) of the Act, or for *[sic]* a request for arbitration, as provided for in section 252(b) of the Act, or fails to complete an arbitration within the time limits established in section 252(b)(4)(C) of the Act.”¹⁶

21. In the *Starpower Preemption Decision*, the FCC recognized that those interim rules “did not consider whether a state commission could ‘fail to act’ in the context of a subsequent proceeding to interpret or enforce an existing interconnection agreement.”¹⁷

¹³ *Declaratory Ruling* at ¶¶ 24, 26 (“state commissions . . . have had to fulfill their *statutory obligation under section 252* to resolve interconnection disputes between incumbent LECs and CLECs”)(emphasis supplied).

¹⁴ *KMC/Verizon Decision* at 5.

¹⁵ *Implementation of the Local Competition Provisions of the Telecommunications Act of 1996*, CC Docket No. 96-98, First Report and Order, 11 FCC Red 15499, 16122-16132 (1996)(*Local Competition Order*), *aff’d in part and vacated in part*, *Iowa Utils. Bd. v. FCC*, *supra*.

¹⁶ 47 C. F. R. § 51.801(b).

¹⁷ *Starpower Preemption Decision*, *supra* at ¶ 5.

22. The FCC concluded in the *Starpower* case that resolving “a dispute arising from interconnection agreements and seeking interpretation and enforcement of those agreements” is within a state commission’s “responsibility” under section 252.¹⁸ Thus, the FCC concluded that “a state commission’s failure to ‘act to carry out its responsibility’ under section 252 can in some instances include the failure to interpret and enforce existing interconnection agreements.”¹⁹

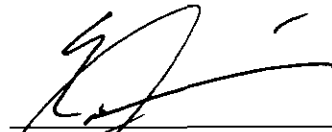
23. Thus, in the *Starpower* case, the FCC concluded that, under substantive circumstances substantially identical to those present here, the Virginia Commission had failed to act within the meaning of section 252(e)(5) and, as a result, the FCC granted Starpower’s preemption petition. The result in this case should be no different.

¹⁸ *Id.* at ¶ 6.

¹⁹ *Id.*

CONCLUSION

For the foregoing reasons, KMC respectfully requests that the FCC preempt the jurisdiction of the Virginia State Corporation Commission regarding the interconnection disputes between KMC and Verizon; conduct such proceedings as it deems necessary to determine the merits of KMC's claims for compensation under the parties' reciprocal compensation arrangements; following such proceedings, issue an order interpreting the reciprocal compensation provisions of the interconnection agreements between KMC and Verizon, and direct Verizon to pay, KMC reciprocal compensation for the transport and termination all of traffic terminated by KMC, at appropriate rates under the Agreements, including late charges, including but not limited to traffic bound for ISPs; and grant such other relief as the FCC may deem just and reasonable.



Genevieve Morelli
Edward A. Yorkgitis, Jr.
Eric D. Jenkins
KELLEY DRYE & WARREN LLP
1200 19th Street, N.W., Suite 500
Washington, D.C. 20036
(202) 955-9600 (telephone)
(202) 955-9792 (facsimile)

Counsel for
KMC Telecom of Virginia, Inc.,
KMC Telecom IV of Virginia, Inc., and
KMC Telecom V of Virginia, Inc.

Dated: January 10, 2002

CERTIFICATE OF SERVICE

I hereby certify that on this 10 of January, 2002, true and correct copies of the foregoing Petition of KMC Telecom of Virginia, Inc., KMC Telecom IV of Virginia, Inc., and KMC Telecom V of Virginia, Inc., pursuant to Section 252(e)(5) of the Communications Act, including all exhibits and attachments thereto, were served via Federal Express on:

Virginia State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219

President – Telecom Industry Services
Bell Atlantic Corporation
1095 Avenue of the Americas
Room 1423
New York, New York 10036

Bell Atlantic Network Services, Inc.
Attn: Jack H. White, Jr.
Associate General Counsel
1320 N. Court House Road, 8th Floor
Arlington, Virginia 22201

Bell Atlantic Corporation
Attn: Lydia Pulley
General Counsel
600 East Main Street
11th Floor
Richmond, Virginia 23261

Eric M. Page, Esq.
LeClair Ryan, P. C.
4201 Dominion Boulevard, Suite 200
Glen Allen, Virginia 23060

John F. Dudley
Division of Consumer Counsel
Office of Attorney General
900 East Main Street, 2nd Floor
Richmond, VA 23219


Eric D. Jenkins

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

In the Matter of)	
)	
Petition of KMC Telecom of Virginia, Inc.)	
KMC Telecom IV of Virginia, Inc.)	
KMC Telecom V of Virginia, Inc.)	
Pursuant to Section 252(e)(5) of the)	CC Docket No. _____
Communications Act for Preemption of the)	
Jurisdiction of the Virginia State Corporation)	
Commission Regarding Interconnection)	
Disputes with Bell Atlantic-Virginia, Inc.)	

AFFIDAVIT OF JOHN MCLAUGHLIN

City of Lawrenceville :
State of Georgia, ss :

I, John McLaughlin, being duly sworn, state as follows:

1. I am Director of State Government Affairs for KMC Telecom of Virginia, Inc., KMC Telecom IV of Virginia, Inc., and KMC Telecom V of Virginia, Inc. ("KMC"). I have knowledge of the facts set forth herein and I make this affidavit in support of KMC's Petition to the Federal Communications Commission (the "Petition") to preempt the jurisdiction of the Virginia State Corporation Commission ("Virginia Commission") with respect to disputes between KMC and Verizon-Virginia, Inc. ("f/k/a Bell Atlantic-Virginia, Inc.") ("Verizon").

2. KMC is a competitive local exchange carrier providing local telephone services in the Commonwealth of Virginia pursuant to authority granted by the Virginia Commission. Verizon is an incumbent local exchange carrier providing local telephone services in the Commonwealth of Virginia pursuant to authority granted by the Virginia Commission.

3. On or about March 12, 1997, Verizon entered into a voluntarily negotiated interconnection agreement with KMC pursuant to Sections 251 and 252 of the Act (the "First Agreement"). In accordance with Section 252(a), the *First Agreement* was filed with, and

approved by, the Virginia Commission in Case No. PUC970037 in an Order Approving Agreement entered on August 5, 1997.¹

4. The *First Agreement* expired July 1, 1999, although the agreement continued in effect pending execution or adoption of a new agreement.

5. Pursuant to the Bell Atlantic-GTE Merger Conditions² and section 252(i) of the Act, 47 U.S.C. §252(i), KMC elected to adopt the interconnection agreement by and between Global Naps and Bell Atlantic-Maine that had been approved by the Maine Public Utilities Commission (“Second Agreement”).³ KMC’s adoption of the *Second Agreement* became effective on September 18, 2000, and superseded the terms of the *First Agreement*.⁴

6. The *Second Agreement* was superceded by the adoption of the *Third Agreement*. On May 14, 2001, KMC adopted the interconnection agreement by and between Level 3 Communications, Inc. (“Level 3”) and Verizon, pursuant to Section 251(i), which had been approved by the Virginia Commission on January 13, 2000, in Case No. PUC 980054 (“Third Agreement”).⁵

7. Section 5.7.2. of the *First Agreement* provides that the Parties shall compensate each other for transport and termination of Local and ISP-bound Traffic in an equal and symmetrical manner at the rate provided in Exhibit A of the Agreement.

¹ A copy of the *First Agreement* is attached to the Petition as Exhibit 3.

² Application of GTE Corp. Transferor, and Bell Atlantic Corp., Transferee, For Consent to Transfer of Control, *Memorandum Opinion and Order*, 15 FCC Rcd 14032, App. D, para 32. (2000) (“Merger Conditions”), (The *Merger Conditions* specify that such interconnection agreements will be made available to the same extent and under the same rules as section 252(i) adoptions).

³ The *GNAPS/BA-ME Agreement* had been negotiated between New England Telephone and Telegraph Company d/b/a BA-Maine with GNAPS, a competing telecommunications carrier, pursuant to Section 252 of the Act on or about October 1, 1998. The *GNAPS/BA-ME Agreement* was filed with, and approved by, the Maine Public Utilities Commission in Docket No. 98-662 on September 16, 1998.

⁴ A copy of the *Second Agreement* is attached to the Petition as Exhibit 4.

⁵ A copy of the *Third Agreement* is attached to the Petition as Exhibit 5.

8. Like the *First Agreement*, the *Second Agreement* provides that each party will compensate the other for the transport and termination of Local Traffic. Section 5.7.2 of the *Second Agreement* provides that “[t]he Parties shall compensate each other for the transport and termination of Reciprocal Compensation Traffic.” Reciprocal Compensation Traffic includes all Telephone Exchange Service Calls that qualify for Reciprocal Compensation, to the extent consistent with FCC and State commission rulings.

9. The *Third Agreement* provides for Intercarrier Compensation, defined as remuneration received by one Party (the “Receiving Party”) to recover its costs for receiving and terminating Local Traffic and receiving and handing off Compensable Internet Traffic that originates on the network of the other Party. Compensable Internet Traffic includes all dial-up calls by one party’s local exchange customers that are local to the originating end user and are destined to the numbers of ISP -customers served on the other party’s network.

10. Pursuant to the respective Agreements, KMC interconnected its network with Verizon and the two companies began exchanging traffic.

11. In the ordinary course of business, KMC submitted invoices to Verizon seeking compensation for the termination of compensable Verizon-originated telecommunications traffic at the rates set forth in the Agreements.

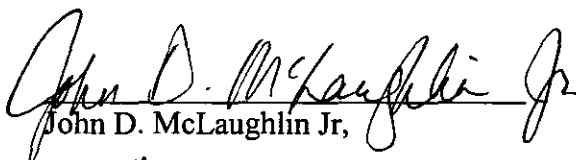
12. Verizon refused to pay KMC for a substantial portion of the invoiced amounts.

13. As a result of Verizon's refusal to pay reciprocal compensation properly due, KMC filed a petition with the Virginia Commission seeking interpretation and enforcement of its Agreements.

14. Specifically, KMC filed a petition with the Virginia Commission on November 9, 2001, seeking a declaratory ruling directing Verizon to pay reciprocal compensation to KMC for transporting and terminating Verizon-originated traffic, including traffic destined for ISPs served by KMC.⁶

15. On December 20, 2001, the Virginia Commission issued a Final Order declining jurisdiction over KMC's complaint against Verizon and encouraging KMC to seek appropriate relief from the FCC.⁷ A copy of the Final Order is attached to the Petition as Exhibit 2.

The foregoing is true and correct to the best, of my knowledge and belief.


John D. McLaughlin Jr.

Subscribed and sworn to before me this 8th day of January, 2002.



Notary Public

My Commission expires:)

T. NICOLE HAMILTON
NOTARY PUBLIC, GWINNETT COUNTY, GEORGIA
MY COMMISSION EXPIRES JULY 3, 2004

⁶ A copy of the Complaint is attached as Exhibit 1.

⁷ *KMC/Verizon Decision*, at 5.

Before the
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

In the Matter of)	
)	
Petition of KMC Telecom of Virginia, Inc.)	
KMC Telecom IV of Virginia, Inc.)	
KMC Telecom V of Virginia, Inc.)	
Pursuant to Section 252(e)(5) of the)	CC Docket No. _____
Communications Act for Preemption of the)	
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Commission Regarding Interconnection)	
Disputes with Bell Atlantic-Virginia, Inc.)	

**PETITION OF
KMC COMMUNICATIONS, LLC
PURSUANT TO SECTION 252(e)(5) OF THE COMMUNICATIONS ACT
INDEX OF EXHIBITS**

1. Petition of KMC Telecom of Virginia, Inc., KMC Telecom IV of Virginia, Inc., and KMC Telecom V of Virginia, Inc. for Declaratory Judgment Enforcing Three Interconnection Agreements with Verizon Virginia, Inc. (f/k/a Bell Atlantic-Virginia) and Directing Verizon Virginia to Pay Reciprocal Compensation for the Termination of Local Calls to Internet Service Providers.
2. Petition of KMC Telecom of Virginia, Inc., KMC Telecom IV of Virginia, Inc., and KMC Telecom V of Virginia, Inc. For Declaratory Judgment Interpreting and Enforcing Interconnection Agreement with Verizon Virginia, Inc. Final Order, Case No. PUC010239 (December 20, 2001).
3. Interconnection Agreement Between KMC and Verizon, entered into on March 12, 1997.
4. Interconnection Agreement Between KMC and Verizon, entered into on September 18, 2000.
5. Interconnection Agreement Between KMC and Verizon, entered into on May 14, 2001.

